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PATENT & TRADEMARK

PATENT

Attorney Docket No. 2041712 (12899-00003)
Date: September 12, 2002

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Pearson

Appln. No.: 09/921,731

Filed: August 3, 2001

Title: Peer-to-peer file training system and
method using datagram protocol

Group

Art Unit:

Examiner:

CERTIFICATE of MAILING

I hereby certify that this paper is being
deposited with the United States Postal Service
as first class mail in an envelope addressed to:
Commissioner of Patents and Trademarks,
Washington, D.C. 20231, on this date.

11 OCT 2002 *John S. Paniaguas*
Date John S. Paniaguas

Reg. No. 3105
Attorney for Applicant(s)

POWER OF ATTORNEY BY ASSIGNEE OF THE ENTIRE INTEREST

Commissioner for Patents
Washington, D.C. 20231

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Technology Center 2100

Sir:

Revoking any and all powers of attorney and authorizations of agent heretofore made in respect to this application, the Assignee of this application hereby appoints the practitioners associated with the following attorneys as its attorneys, with full power of substitution and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, and requests that all correspondence in respect to this application be directed to patent administrator, KATTEN MUCHIN ZAVIS ROSENMAN, 525 West Monroe Street, Suite 1600, Chicago, Illinois 60661.

Registered Practitioner	Registration Number
Aaron B. Karas	18,923
Samson Helfgott	23,072
Serle I. Mosoff	25,900
Timothy J. Vezeau	26,348
Emma Shleifer	29,734
Michael I. Markowitz	30,659
John S. Paniaguas	31,051
Richard P. Bauer	31,588
Shahan Islam	32,507
Gilberto M. Villacorta	34,038
David W. Clough, Ph.D.	36,107
Gianna M. Julian-Arnold	36,356
Martin T. LeFevour	37,378
Scott M. Gettleson	38,158
Harris A. Wolin	39,432
Jane J. Choi	39,980
Linda S. Chan	42,400
Jill E. Uhl	43,213
Thomas J. Bean	44,528
James A. Gromada	44,727
Andrew J. Bateman	45,573
Michael A. Dorfman	46,669
Brian S. Myers	46,947
Themi Anagnos	47,388
Anthony J. Oliveto	52,063

Atty. Docket.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee. A Certificate under 37 CFR § 3.73(b) is filed herewith.

Date: 10-10-02

Name: Bruce Livengood

Title: Corporate Secretary

Signature: Bruce Livengood



Atty. Dkt. No.
12899-00003

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

Applicants: Christopher Joel Pearson

Application No.: 09/921,731

Filed: August 3, 2001

For: Peer-to-peer file sharing system and method using Dalogram Protocol

People to People Publishing, Inc.
(Name of Assignee)

Corporate
(Type of Assignee)

certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application identified above.

OR

B. ☒ A chain of title from the inventor(s), of the patent application identified above, to _____ as shown below:

1. From: Christopher Joel Pearson

To: OTH.net, Inc.

The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____.

2. From: OTH.net, Inc.

To: People to People Publishing, Inc.

The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____.

3. From: _____

To: _____

The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____.

☒ Copies of assignments or other documents in the chain of title are attached.

Atty. Dkt. No.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

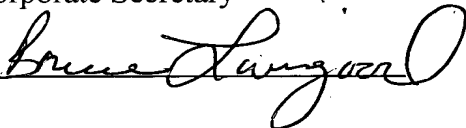
The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 10-10-02

Name: Bruce Livengood

Title: Corporate Secretary

Signature: 



Form PTO-159

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Names of conveying party(ies): Christopher Joel Pearson. Additional name(s) of conveying party(ies) attached? 3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: August 2, 2001	2. Name and address of receiving party(ies) Name: OTH.net, Inc. Street Address: 332 Minnesota Street, Suite 100 North City: St. Paul State: MN Zip: 55101 Additional name(s) & address(es) attached?
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4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is:	
A. Patent Application No.(s) 09/921,731	B. Patent No.(s)

Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Patent Administrator</u> <u>Katten Muchin Zavis Roseman</u> Internal Address: _____ Street Address: <u>525 West Monroe Street, Ste 1600</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60661-3693</u>	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-1214</u> (Attach duplicate copy of this page if paying by deposit account)
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DO NOT USE THIS SPACE

9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>	
<u>John S. Paniaguas</u> Name of Person Signing	 Signature
	<u>September 13, 2002</u> Date

Total number of pages including cover sheet, attachments, and documents: 3

ASSIGNMENT

Serial No: 09/921,731
Filed: August 3, 2001
Title: PEER-TO-PEER FILE SHARING SYSTEM AND METHOD
USING USER DATAGRAM PROTOCOL

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assigns to OTH.net, Inc., a Delaware corporation, The First National Bank Building, 332 Minnesota Street, Suite 100 North, St. Paul, Minnesota 55101 (hereinafter "assignee"), its successors and assigns, the entire right, title, and interest in the invention or improvements of the undersigned disclosed in the above-identified application for Letters Patent of the United States, executed by the undersigned on _____, and in said application and any and all other applications, both United States and non-United-States, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and other countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorizes and asks the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorizes and asks the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known.

The undersigned warrants himself or herself to be the owner of the interest herein assigned and to have the right to make this assignment and further warrants that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration, the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors, and assigns, to execute any and all divisional, continuation, continuation-in-part, and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in other countries on said invention or improvements, that said assignee or its successors or assigns may deem necessary or expedient. For said consideration, the undersigned further agrees upon the request of said assignee, its successors, or assigns, in the event of any application or Letters Patent assigned herein becoming involved in an Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors, or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors, and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors, and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

KATTEN MUCHIN ZAVIS
525 West Monroe Street

WITNESS my hand this _____ day of _____, 2001.

State of Minnesota

County of Ramsey } ss.

Christopher Joel Pearson
Christopher Joel Pearson

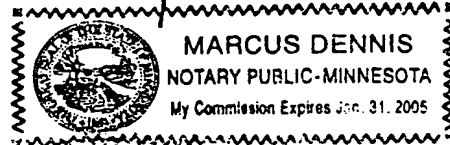
On this 2nd day of August, 2001, before me, a Notary Public in and for the County and State aforesaid, appeared Christopher Joel Pearson, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged having executed said instrument as a free and voluntary act for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: 9-31-05

M. Dennis

Notary Public





Form PTO-1595

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Names of conveying party(ies):

OTH.net, Inc.

Additional name(s) of conveying party(ies) attached?

2. Name and address of receiving party(ies)

Name: People to People Publishing, Inc.

Street Address: 310 Fourth Avenue South - Suite 900

City: Minneapolis State: MN Zip: 55415

Additional name(s) & address(es) attached?

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: May 9, 2002

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Technology Center 2100

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
09/921,731

B. Patent No.(s)

Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Patent Administrator

Katten Muchin Zavis Roseman

Internal Address:

Street Address: 525 West Monroe Street, Ste 1600

City: Chicago State: Illinois Zip: 60661-3693

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)\$ 40.00

☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number: 50-1214

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John S. Paniaguas
Name of Person Signing

Signature

September 12, 2002
Date

Total number of pages including cover sheet, attachments, and documents: 6

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment and Assumption") is made by Othnet, Inc., a Delaware corporation ("Assignor") and People to People Publishing, Inc., a Delaware corporation ("PPP" or "Assignee").

RECITALS

WHEREAS, the parties hereto propose to enter into a transaction ("Transaction") whereby Othnet will redeem certain shares of its of stock from PPP (the "Redeemed Shares") in exchange for this Assignment and the payment of Thirty Two Thousand Five Hundred Dollars (\$32,500) (the "Funds") all as more fully set forth in that certain Redemption Agreement by and between the parties hereto and of even date herewith (the "Redemption Agreement"); and

WHEREAS, the parties hereto have also entered into an Escrow Agreement of even date herewith (the "Escrow Agreement") pursuant to which the terms by which the certificate for the Redeemed Shares and the distribution of the Funds are set forth.

WHEREAS, Assignor has agreed and desires to assign all rights in and to the Othnet Technology (as defined below), and Assignee wishes and has agreed to assume all liabilities with respect to the Othnet Technology and any use made thereof, as set forth below.

AGREEMENT

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to Othnet Shareholder Approval (as defined below), Assignor hereby assigns, grants and conveys to Assignee all of Assignor's right, title and interest in and to Patent Application No. 09/921,731 and all source code, data, logic, code, technology, documentation or other proprietary rights associated with Othnet's peer to peer file sharing software, including, without limitation, the technology with respect to digital rights management technology which is the subject of Patent Application No. 09/921,731 filed on behalf of Othnet, and any technology employing this technology and any and all enhancements or improvements made thereon (the "Othnet Technology"). (RB)

2. Shareholder Approval. The parties hereto acknowledge that the Assignment and Assumption contemplated hereby is subject to the consent of the holders of a majority of the issued and outstanding shares of common stock of Othnet ("Othnet Shareholder Approval").

3. Assumption. As of the date set forth below, and subject to Othnet Shareholder Approval, Assignee hereby assumes all liabilities and obligations currently outstanding or hereafter incurred in connection with the ownership, operation and use of the Othnet

Technology, whether such liabilities or obligations were incurred prior to or after the date hereof, except that PPP shall have no obligation or liability for the legal fees or trade creditor debt associated with the development of the Othnet Technology.

4. **Procedures.** Upon execution of this Agreement, certificates evidencing the Redeemed Shares and an Assignment Separate from Certificate in the form attached as Exhibit A to the Redemption Agreement shall be deposited with the Escrow Agent (as defined in the Escrow Agreement) and shall be released by the Escrow Agent to Othnet for redemption and cancellation only upon fulfillment of the terms of the Escrow Agreement. If the terms of the Escrow Agreement are not fulfilled on or before September 30, 2002, this Agreement will terminate as of that date, pursuant to Section 9.2 below.

5. **Removal of Logos and Trademarks/ Notice of Non-Affiliation.** Assignee agrees that within three (3) days following initial closing of this Agreement, Assignee will remove all logos trademarks and other proprietary information belonging to Othnet, Inc. from any and all aspects of the Othnet Technology. Othnet will arrange for the transfer of the legal file for the Othnet Technology patent application to Benjamin S. Houge, along with an assignment of said patent application to PPP, which PPP shall file with the United States Patent and Trademark office.

6. **Confidentiality.**

6.1 **Confidential Information.** "Confidential Information" means (i) any trade secrets relating to either party's product plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research development or know-how; and (ii) the terms, conditions and existence of this Agreement. "Confidential Information" shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the receiving party; (iv) is lawfully obtained from a third party that has the right to make such disclosure; or (v) is made generally available by the disclosing party without restriction on disclosure.

6.2 **Protection of Confidential Information.** Each party shall protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Neither party will disclose to third parties the other's Confidential Information without the prior written consent of the other party. Except as expressly provided in this Agreement, no ownership or license right is granted in any Confidential Information.

6.3 **Cooperation in the Event of Disclosure.** Each party will immediately notify the other upon discovery of any unauthorized use or disclosure of confidential

breach of a warranty by Othnet in Section 7, and Othnet will indemnify and hold PPP harmless from and against any costs, damages and fees reasonably incurred by PPP, including but not limited to fees of attorneys and other professionals, that are attributable to such claim. PPP shall: (i) provide Othnet reasonably prompt notice in writing of any such claim or action and permit Othnet, through counsel mutually acceptable to PPP and Othnet, to answer and defend such claim or action; and (ii) provide Othnet information, assistance and authority, at Othnet's expense, to help Othnet to defend such claim or action. Othnet will not be responsible for any settlement made by PPP without Othnet's written permission, which permission will not be unreasonably withheld.

9. Termination.

9.1 Failure to Obtain Shareholder Approval. In the event Shareholder Approval is not obtained on or before September 30, 2002, this Agreement and the obligations hereunder shall terminate, subject to Section 9.3 below.

9.2 Failure to Fulfill Escrow Agreement. In the event the terms of the Escrow Agreement are not met on or before September 30, 2002, this Agreement and the obligations hereunder shall terminate, subject to Section 9.3 below.

9.3 Effect of Termination. In the event of termination or expiration of this Agreement for any reason, (a) the parties obligations under Sections 6, 7, 8 and 10 shall survive; (b) PPP may pursue its business model provided it does not utilize the Othnet Technology; and (c) neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

10. Limitation of Liabilities. EXCEPT WITH REGARD TO THIRD PARTY DAMAGES COVERED UNDER THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 ABOVE, AND EXCEPT WITH REGARD TO A BREACH OF SECTION 7 ABOVE, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW, OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM.

11. Independent Contractors. Neither this Agreement nor any terms and conditions contained herein shall be construed as creating an employer-employee relationship, a partnership, a joint venture, agency, franchise, or other form of agreement or relationship.

12. Governing Law. This Agreement shall be construed and controlled by the laws of the State of Washington, without reference to its conflict of laws provisions.

13. **Construction.** If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

14. **Entire Agreement.** This Agreement does not constitute an offer by Othnet and it shall not be effective until signed by both parties. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of PPP and Othnet by their respective duly authorized representatives.

15. **Authority.** Each individual signing below hereby represents and warrants that he or she has full authority to sign this Agreement and bind such party to perform all duties and obligations contemplated by this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. **Further Assurances.** Each party hereto covenants and agrees to do, execute and deliver, or to cause to be done, executed and delivered, all such further acts, transfers and assurances as may be reasonably requested by the other party for the performance of the transfer and assignment of the Othnet Technology and associated obligations and liabilities hereunder.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement this 9th day of ^{MAY} April, 2002.

ASSIGNOR: OTHNET, INC.

ASSIGNEE: People to People Publishing, Inc.

By Richard Barbari
Its CEO / Pres

By Ben S. Hony
Its President



Creation date: 12-16-2004
Indexing Officer: MTRUONG2 - MINH NGOC TRUONG
Team: OIPEBackFileIndexing
Dossier: 09921731

Legal Date: 09-28-2004

No.	Doccode	Number of pages
1	SRNT	3
2	SRNT	10

Total number of pages: 13

Remarks:

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